

DETAILED ACTION

Claim Rejections – 35 USC § 103

Claims 1, 4, 6, 20, and 21 are rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz ("An Auction with the Buyer Completely in Charge") in view of Trommer ("GEIS Laundes TPNPost, A Net-Based Sourcing Solution"). As per claim 1, Baatz discloses a method for a buyer to request a quotation, the method comprising: inputting or choosing attributes of a specific product into a database (second and third columns on page S58); inputting the quantity of product (ibid., and first column on S61); inputting delivery specifications (second column on page S58); selecting suppliers to whom to submit the request for quotation (third column on S58); and submitting said request for quotation to said suppliers (third column on S58). Baatz is not explicit about the database as such, but the disclosure of the retention and availability of information inherently requires a database of some sort, while the disclosed online interaction suggests an electronic database. Baatz does not disclose a buyer selecting suppliers to whom to submit a request for quotation, but this is well known, as taught by Trommer (paragraph beginning "The system enables buyers"). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the buyer to select suppliers to whom to submit a request for quotation, for the obvious advantage of enabling the buyer to select any suppliers (at least, any suppliers from a list) whom the buyer

considers suitable, while excluding any suppliers whom the buyer may consider unsuitable (e.g., because of previous bad experiences).

Amended claim 1 requires that the buyer directly select the suppliers that they want the RFQ to be sent. Baatz specifically teaches against this as the buyer submits the requests to Sorcity which then sends the requests to qualified members of Sorcity. Trommer also does not teach that the buyer directly select the suppliers they want the RFQ to be sent. Therefore claim 1 is not obvious over the above prior art.

As per claim 4, Baatz discloses at least one of said suppliers providing responses to the buyer (third column on page S58).

Amended claim 4 requires that the supplier provide the response directly to the buyer. Baatz teaches that the response is sent to Sorcity and then communicated to the buyer. Trommer does not teach this feature either. For this reason and the reasons stated above for claim 1, claim 4 is not obvious over the prior art.

As per claim 6, Baatz discloses that said request for quotation has an expiration mechanism ("time limit for bidding (as specified by the buyer)" in the third column of page S58).

For the reasons stated above for claim 1, claim 6 is not obvious over the prior art.

As per claim 20, Baatz discloses rating quotes from the suppliers (note “three lowest bidders” in the third column on page S58, which implies rating which are lowest).

Amended claim 20 requires that rating quotes is done by comparing attributes of a specific product, the quantity of product, and delivery specifications. Baatz only teaches comparing bids by price. Therefore claim 20 is not obvious over the prior art.

As per claim 21, Baatz discloses submitting quote from suppliers to a broker (Sorcify being a broker; third column on page S58).

Applicant has cancelled claim 21.

Claim 2 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and Trommer as applied to claim 1 above, and further in view of official notice. Baatz does no disclose that the quotation (or request for quotation) is submitted to the suppliers via a wireless method, but official notice is taken that it is well known for information to be transmitted via wireless methods (e.g., to and from cell phones, microwave transmission of Internet data, etc.). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant’s invention for the request for quotation to be submitted to the suppliers via a wireless method, for the obvious advantage of making the request for quotation readily available to suppliers in contact with a communications network at least in part via wireless means.

For the reasons stated above for claim 1, claim 2 is not obvious over the prior art.

Claim 3 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and Trommer as applied to claim 1 above, and further in view of Breen, Jr., et al. (U.S. Patent 6,598,027). Baatz does not disclose the supplier analyzing said quotation with a logistics database to provide freight quotes, but Breen teaches a database accessible to a supplier for providing freight quotes to suppliers and buyers (column 7, lines 19-64; column 10, lines 37-39). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the supplier to analyze said quotation with a logistics database to provide freight quotes, for the obvious advantage of enabling the supplier to set appropriate bids including freight costs.

For the reasons stated above for claim 1, claim 3 is not obvious over the prior art.

Claim 5 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and Trommer as applied to claim 4 above, and further in view of official notice. Claim 5 is held to be obvious for essentially the reasons set forth above regarding claim 2.

Amended Claim 5 requires that the supplier supply the quote directly to the buyer. Baatz teaches that the quote is supplied to a

broker. For this reason and the reasons stated above for claim 1, claim 5 is not obvious over the prior art.

Claim 7 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and Trommer as applied to claim 1 above, and further in view of official notice. Baatz discloses comparing quotations from different suppliers (third column of page S58; first column of page S61), but does not expressly disclose that this is done with regard to the attributes of a specific product, the quantity of the product, and the delivery specifications. However, Baatz discloses introducing the three lowest bidders to the buyer, rather than simply selecting the lowest (page S58, column 3), implying that decisions may be made on the basis of factors other than price, and Baatz discloses an RFQ for a particular quantity of a specific product, to be delivered to different cities (page S61, first column), implying evaluating quotes on such criteria. Official notice is taken that it is well known to compare quotes from different suppliers on such bases as specific attributes, quantity, and delivery specifications. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to compare the quotation from at least one supplier to quotations from other suppliers with regard to these factors, for the obvious advantage of choosing the most suitable supplier for the buyer's wants.

Baatz does comparisons on price alone and does not suggest comparisons based on any other factors. For this reason and the reasons stated above for claim 1, claim 7 is not obvious over the prior art.

Claim 19 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and Trommer as applied to claim 1 above, and further in view of official notice. Baatz does not disclose copying agreed upon terms into a purchase order, but Baatz does teach carrying out a purchase after a supplier has submitted terms, and been accepted by the buyer (third column of S58; page S61); and official notice is taken that it is well known to copy information. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to copy agreed upon terms into a purchase order, for the obvious advantage of arranging and documenting a purchase according to agreed upon terms, without the trouble of rewriting the same information.

For the reasons stated above for claim 1, claim 19 is not obvious over the prior art.

Claims 8, 11, and 14-18

Claims 8 and 15-18 are rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz ("An Auction with the Buyer Completely in Charge") in view of official notice. As per claim 8, Baatz discloses a system for a buyer to request a quotation, the system comprising; a request for quotation form (second column on page S58); and a means

for delivering said request for quotation form to a seller (second and third columns on page S58). Baatz discloses storing quotations from sellers; and allowing the buyer to compare said quotations (second and third columns on page S58). Baatz is not explicit about the system comprising a database as such, but the disclosure of the retention and availability of information inherently requires at least one database of some sort. Baatz does not expressly disclose that said request for quotation form comprises a list of product specifications, but does disclose that, "The item as well as payment and delivery terms must be specified precisely," and discloses "a form online with detailed questions for the buyer to answer about the RFQ." Official notice is taken that lists are well known for specifying pluralities of details. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the form to comprise such a list, for the obvious advantage of making the various specifications conveniently available to potential sellers.

Amended claim 8 requires that the RFQs are delivered directly to the seller. Baatz teaches that the RFQs are delivered to the broker, Sorcity, and then to members of Sorcity only. Trommer does not teach this either. Therefore, claim 8 is not obvious over the prior art.

As per claim 15, Baatz does not disclose a system for performing a credit check of a buyer (although Baatz does disclose asking for detailed

information about buyers, first column of page S58), but official notice is taken that performing credit checks on buyers is well known. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to include such a system, for the obvious advantage of not selling valuable items to insolvent or untrustworthy purchasers.

For the reasons stated above for claim 8, claim 15 is not obvious over the prior art.

As per claim 16, Baatz does not disclose a database of buyer credit profiles (although Baatz does disclose asking for detailed information about buyers, first column of page S58), but official notice is taken that maintaining such buyer credit profiles is well known. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to include a database of buyer credit profiles in the system, for the obvious advantage of judging the creditworthiness of buyers, and not selling valuable items to insolvent or untrustworthy purchasers.

For the reasons stated above for claim 8, claim 16 is not obvious over the prior art.

As per claim 17, Baatz does not disclose a database comprising a listing of previous sales, but official notice is taken that it is well known to maintain records of previous sales. Hence, it would have been obvious to

one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the system to comprise a database comprising a listing of previous sales, for such obvious advantages as checking sellers' records of delivering products as advertised and on schedule, and buyers' records of paying as promised.

For the reasons stated above for claim 8, claim 17 is not obvious over the prior art.

As per claim 18, Baatz does not disclose a searchable database of buyer/seller quote history, but does disclose that buyers can watch the bidding process (third column on page S58), showing that a quote history is maintained to some degree; and official notice is taken that searchable databases are well known. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the system to include a searchable database of buyer/seller quote history, for such obvious advantages as resolving any disputes that may arise on bidding, and analyzing the operations of the system with a view toward improvements.

For the reasons stated above for claim 8, claim 18 is not obvious over the prior art.

Claim 11 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and official notice as applied to claim 8 above, and further in view of Breen, Jr., et al. (U.S. Patent 6,598,027). Claim 11 is essentially

parallel to claim 3, and rejected on the same grounds set forth above in rejecting claim 3.

For the reasons stated above for claim 8, claim 11 is not obvious over the prior art.

Claim 14 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and official notice as applied to claim 8 above, and further in view of the article, "Robertson, Stephens Founder Sanford R. 'Sandy' Robertson Invests in LIMITrader Securities; Takes Stake in New York Firm Pioneering Electronic Bond Trading," hereinafter "Robertson". Baatz does not disclose that the system comprises a secured chat room, but "Robertson" teaches a trading system including a secure chat room for the buyer and seller to negotiate in (paragraph beginning "LIMITrader.com's online bond trading solution"). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to include a secured chat room, for the stated advantage of facilitating negotiations between the buyer and the seller.

For the reasons stated above for claim 8, claim 14 is not obvious over the prior art.



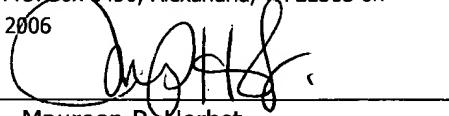
Applicant believes that the application is in condition for allowance.

"EXPRESS MAIL" Mailing Label No. EV 882413997 US
Date of Deposit: October 13, 2006

I hereby certify that this paper (and any document(s) attached herewith)
Is being deposited with the United States Postal Service "Express Mail"
Post Office to Addressee" service under 37 C.F.R. 1.10 on the
date indicated above and is addressed to the Commissioner
for Patents, P.O. Box 1450, Alexandria, VA 22313 on
October 13, 2006

Signature:

Name: Maureen P. Herbst

A handwritten signature in black ink, appearing to read "Maureen P. Herbst".

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Philip M. Weiss".

Philip M. Weiss
Reg. No. 34,751
Attorney for Applicant
Weiss & Weiss
300 Old Country Rd., Ste. 251
Mineola, NY 11501
(516) 739-1500